Safe and Healthy Lives in Safe and Healthy Communities



# The Rhode Island Department of Health KIDSNET User Agreement

For Rhode Island Pediatric Care Providers 2004-2006

# PART I: PURPOSE.

This agreement represents a commitment by the Rhode Island Department of Health (HEALTH) and **PROVIDER** to use KIDSNET, Rhode Island's integrated child health information system to facilitate access to preventive health care information.

This agreement outlines the responsibilities of both Providers and HEALTH with regard to:

- Enrolling/Participating in KIDSNET
- 2. Confidentiality
- 3. Uses of Data
- 4. Training and Support
- 5. Technical Support
  - 1. Enrolling/Participating in KIDSNET: The Provider(s) agrees to do the following upon enrollment in KIDSNET:
  - A. Arrange to have Internet connection available in their offices to access all the KIDSNET features, including on-demand reports that can assist with data quality efforts. (Optional)
  - B. Report immunizations administered to children on a weekly basis.
  - C. Provide quality immunization data by a mutually agreed upon method, and work with KIDSNET in efforts related to automate transfer of records, as needed and as resources allow
  - D. Update demographic and other data as necessary for KIDSNET enrollees, online or by sending information to KIDSNET.

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- E. Provide KIDSNET data to the child's custodial parent/legal guardian upon request and without cost.
- F. Enroll new patients (who are not already in KIDSNET) at their first encounter and provide the parents with KIDSNET information provided by HEALTH.
- G. Assist KIDSNET in the efforts to inform parents that their children's records are included in KIDSNET, by distributing KIDSNET materials, as needed.
- H. Determine if additional staff can be given user authority to access the KIDSNET system, and ensure they are subject to the same terms and conditions noted in this agreement. The Providers will assure that only system users authorized by him/her have access to KIDSNET and will take prudent precautions to assure that all users abide by this agreement. Additionally, a signed confidentiality statement will be on file for all additional system users at the Provider's office.
- I. Make reasonable efforts to utilize the on-demand reports available in the KIDSNET web application for quality assurance purposes.

## HEALTH agrees to do the following for all Providers enrolled in KIDSNET:

- A. Maintain and support the KIDSNET database/software.
- B. Abide by the State's Confidentiality of Health Care Information Act and all other applicable federal and state laws relating to confidentiality of this information.
- C. Develop and disseminate policies and procedures regarding confidentiality, uses of data, parental rights, etc.
- D. Assist Providers in locating patients who are lost to follow-up and help them return to care through the use of the Family Outreach Program's agencies.
- E. Provide training and support to Providers and their staff on the use of KIDSNET Software.
- F. Assist Providers in developing necessary connectivity to the KIDSNET data system.

### 2. CONFIDENTIALITY

- A. The Provider(s) agrees to uphold and inform all of their designated staff who use KIDSNET of their legal responsibilities under the State's Confidentiality of Health Care Information Act (Gen. Law 5-37.3, see Appendix I) and all other applicable federal and state laws relating to confidentiality of this information.
- B. The Provider(s) acknowledges that custodial parents, legal guardian(s), and those legally authorized to care for a child (i.e. foster parents) (as defined in Appendix II) have a right to know the information contained in KIDSNET and pledges to respect and facilitate access to that data (through printed copies, etc.) if desired and at no cost to the family.

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- C. The Provider(s) will utilize KIDSNET only for the purpose of obtaining information needed for treating or coordinating care for their patients. Any use of this information by either the Provider or staff for purposes other than those specifically stated in the notification is considered to be a violation of the provisions of General Law 5-37.3 and subject to the penalties contained therein.
- D. The Provider(s) will maintain a signed KIDSNET confidentiality statement or equivalent confidentiality agreement for each user authorized to use their Provider ID. This statement shall contain language relating to the purpose for use and the time interval during which this agreement is valid. KIDSNET staff may audit the file of signed confidentiality statements in the Provider's office at any time.

## 3. USES OF DATA

- A. HEALTH will respond to individual Providers' requests for aggregate data on their patients (i.e. patients for whom KIDSNET has the provider listed as the patient's primary care provider) based on available KIDSNET staff resources.
- B. KIDSNET will offer routine reports to providers that indicate which of their patients are not up to date with immunizations. This information will only go to the Provider listed as the primary care provider by KIDSNET (except as indicated in Appendix III). KIDSNET will work with Providers to ensure the highest level of accuracy.
- C. KIDSNET staff may, from time to time, choose to use registry information for purposes of quality improvement. This means that a physician practice may receive information about either the timing or status of immunizations given to his/her patients. Furthermore, information may be released to Managed Care Organizations (MCO's), solely regarding the organization's enrollees, for purposes of Children's Preventive Services quality improvement.
- D. HEALTH, and any MCO partners with whom we share data, agree not to release or publish aggregate data identifiable to a specific Provider without the Provider's written consent.
- E. Other healthcare providers and agencies, as permitted by law, may be granted access to KIDSNET through a signed Data Sharing Agreement by program directors and signed confidentiality statements by all authorized users. Users include, but are not limited to, primary care providers, Crossroads RI, Head Start agencies, Comprehensive Child Care Service Programs, public school districts, Family Outreach Program's agencies, and Comprehensive Lead Centers.

### 4. TRAINING AND SUPPORT

A. KIDSNET staff will provide on-site training to the Provider(s) and/or the staff identified as needing training on the KIDSNET software and connectivity. Additionally, through the

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KIDSNET software package, each provider site will have on-line help accessible, and will be provided with at least one hard copy user manual, upon request. Updates to the user manual will be provided as they become available.

- B. KIDSNET will have a Help Desk available (for troubleshooting, questions, and answers) through a toll-free phone number, during regular business hours (8:30 AM 4:30 PM, Monday Friday, excluding holidays). Desk coverage may be expanded to include some evenings, weekends, and/or holidays if there is a demonstrable need.
- C. A KIDSNET representative will be available to assist Providers in training new staff and other training needs as identified by either the Provider or KIDSNET (i.e., for system enhancements, modifications, report generation, password creation, etc.)

## 5. TECHNICAL SUPPORT

- A. HEALTH will provide on-site assistance in assessing the necessary methods/options for connecting to KIDSNET.
- B. Providers will be responsible for maintaining equipment and hardware used to access the KIDSNET system, and for software used by their practice for purposes other than KIDSNET.
- C. HEALTH may work with the Provider's software vendors, to facilitate the development of file exports from their existing software (billing or electronic medical records) to promote easy electronic file transfer of data to KIDSNET.
- D. HEALTH will work with the Provider to install the application with an Internet connection that is already available at the provider site.

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# PART II. SIGNATURES.

	Date:	
To be filled out by Web Acc	ess Practices Only	
DSNET Office Administrator:	·	
ne Office Administrator is responsible for managing KIDSNE	nce a user has access, he or she is responsible	for
eating a personal password and should not share that pass	omora mano anoro. The hamming a acer is respe-	
ill create, maintain and terminate user access as needed. On reating a personal password and should not share that pass or obtaining a Confidentiality Agreement from each user.  Il KIDSNET users are subject to the terms of this Agreement ccess location (i.e., Internet Café, Library) and are encourage IDSNET has the ability to monitor and track individual usage dministrator if users access KIDSNET during non-business	it and shall not access KIDSNET from a public ed to use KIDSNET during normal office hours. e on the web application and will contact the O	

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### PART III. APPENDICES.

# Appendix I:

The State's Confidentiality of Health Care Act R.I. Gen. Law 5-37.3-4 (5) specifically indicates that personally identifiable health care information is considered confidential but allows health care information to be shared (without the patient's consent) "between or among health care professional and qualified personnel within the health care system for the purposes of coordination of health care services given to the patient." In addition, the Provider(s) understands that unauthorized disclosure of information from confidential records may be punishable upon conviction by a fine and/or imprisonment or both and/or civil penalties as prescribed by law as well as sanctions and/or disciplinary action by their professional board of licensure.

## Appendix II:

The parent/guardian listed in KIDSNET refers to the adult who will receive KIDSNET notices and may be the adult legally responsible for the child. Providers are still responsible for assuring that any release of KIDSNET data conforms to their policies and procedures for releasing medical information to parents/guardians.

# Appendix III:

Individual KIDSNET affiliated programs (i.e., the Childhood Lead Poisoning Prevention Program, the Newborn Metabolic Screening Program, the Immunization Program, etc.) reserve the right to share their program data on a child-specific basis with managed care organizations if it is deemed that such data sharing is important in providing individualized case management services to the family/child.

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# Appendix IV: Definitions

### Provider:

A KIDSNET Provider refers to an individual or group of licensed health care professionals who provide medical and preventive health care services to children, who are authorized to use and have been enrolled in KIDSNET. It is important to understand that a KIDSNET Provider ID will be issued for the practice setting/institution level. This means that pediatric care providers in a group setting will be issued ONE provider ID. (This also means that for part III: Uses of Data, individual providers requests for aggregate data for their patient population refers to their practice setting.)

### Patient:

A KIDSNET patient refers to any child who receives care from a pediatric primary care provider. A patient is linked to a primary care provider (PCP) when either the PCP indicates in KIDSNET (via the demographic screen) that she/he is the PCP, or when an immunization is administered from a provider practice setting which is coded as a PCP provider type.

## Primary Care Provider (PCP):

A KIDSNET Primary Care Provider (PCP) refers to an individual or group of licensed health care professionals who provide primary health care to a child. A child is linked to a PCP in KIDSNET by either having the PCP indicate in KIDSNET (via the demographic screen) that she/he is the PCP, or when an immunization is administered from a provider practice setting, which is coded as a PCP.

## Agency:

For the purpose of KIDSNET Agreements, the term Agency refers to any non-provider, child preventive services program that is an authorized user of KIDSNET. It does not refer to agencies that oversee such programs unless specifically stated.